

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

Valuation of Security     Assumption of Executory Contract or Unexpired Lease     Lien Avoidance

Last revised: August 1, 2020

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In Re: \_\_\_\_\_ Case No.: 16-29698  
Stacey Anne Conover Judge: ABA

Debtor(s)

**Chapter 13 Plan and Motions**

☐ Original    ☒ Modified/Notice Required    Date: 11/03/2020  
☐ Motions Included    ☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

**The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: VD    Initial Debtor: SAC    Initial Co-Debtor: \_\_\_\_\_

**Part 1: Payment and Length of Plan**

a. The debtor shall pay \$ 1,243.00 per month to the Chapter 13 Trustee, starting on 11/01/2020 for approximately 12 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future earnings

☒ Other sources of funding (describe source, amount and date when funds are available):

Plus \$17,172.00 paid into the Plan thus far.

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: \_\_\_\_\_

☐ Refinance of real property:

Description:

Proposed date for completion: \_\_\_\_\_

☐ Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: \_\_\_\_\_

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

**Part 2: Adequate Protection** ☐ NONE

a. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$ 893.05 to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: MidFirst Bank (creditor).

### Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$ 0.00
DOMESTIC SUPPORT OBLIGATION		

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:  
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

**Part 4: Secured Claims**

**a. Curing Default and Maintaining Payments on Principal Residence:** ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
MidFirst Bank	Debtor's residence at 1707 Coventry Way, Millville, NJ	\$12,786.58 (100% of allowed amended POC)	n/a	\$12,786.58 (100% of allowed amended POC, plus \$11,285.65 paid to creditor through the plan to date)	\$893.05 (subject to periodic adjustment as provided by the parties' contract)

**b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears:** ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

**c. Secured claims excluded from 11 U.S.C. 506:** ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

**d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments** ☒ **NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES  
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender** ☒ **NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt

**f. Secured Claims Unaffected by the Plan** ☒ **NONE**

The following secured claims are unaffected by the Plan:

**g. Secured Claims to be Paid in Full Through the Plan:** ☒ **NONE**

Creditor	Collateral	Total Amount to be Paid Through the Plan

**Part 5: Unsecured Claims** ☐ **NONE**

**a. Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$ \_\_\_\_\_ to be distributed *pro rata*
- ☐ Not less than \_\_\_\_\_ percent
- ☒ *Pro Rata* distribution from any remaining funds

**b. Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid

**Part 6: Executory Contracts and Unexpired Leases ☒ NONE**

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment

**Part 7: Motions ☒ NONE**

**NOTE: All plans containing motions must be served on all affected lienholders, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal*, and *valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.**

**a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f). ☐ NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.** ☐ **NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified

**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.** ☐ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

- ☒ Upon confirmation  
☐ Upon discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Secured claims
- 3) All other allowed claims
- 4) \_\_\_\_\_

**d. Post-Petition Claims**

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification ☐ NONE**

**NOTE: Modification of a plan does not require that a separate motion be filed. A modified plan must be served in accordance with D.N.J. LBR 3015-2.**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 10/14/2016.

Explain below **why** the plan is being modified:

Debtor fell behind on her post-petition mortgage payments and mortgage creditor filed a certification of default ("CCD"). The CCD was resolved by Cure Order dated 10/09/2020. The Cure Order required that the post petition arrears be paid through a modified plan. This is that modified plan.

Explain below **how** the plan is being modified:

The plan payment is increased to \$1,243.00 for the remaining 12 months of debtor's plan, commencing with the 11/01/2020 payment, together with the \$17,172.00 paid into the plan thus far. Debtor will be obtaining overtime at her job to enable her to afford the increased payments.

Are Schedules I and J being filed simultaneously with this Modified Plan?

☐ Yes ☒ No

**Part 10: Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

**Signatures**

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: 11/03/2020

/s/ Stacey Anne Conover  
Debtor

Date: \_\_\_\_\_

\_\_\_\_\_  
Joint Debtor

Date: 11/03/2020

/s/ Victor Druziako  
Attorney for Debtor(s)

In re:  
Stacey Anne Conover  
Debtor(s)

Case No. 16-29698-ABA  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0312-1  
Date Rcvd: Nov 04, 2020

User: admin  
Form ID: pdf901

Page 1 of 3  
Total Noticed: 34

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
##	Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

### Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 06, 2020:

Recip ID	Recipient Name and Address
db	+ Stacey Anne Conover, 1707 Coventry Way, Millville, NJ 08332-2214
cr	+ Finance of America East c/o Loan Care, LLC, 1581 Main Street, Suite 200, Warrington, Pa 18976-3403
cr	+ Finance of America Mortgage, LLC, Stern & Eisenberg, PC, 1581 Main Street, Suite 200, Warrington, PA 18976-3403
516466635	+ ATLANTA POSTAL CREDIT UNION, THOMPSON, O'BRIEN, KEMP & NASUTI, P.C., 40 Technology Parkway South, Suite 300, Norcross, Georgia 30092-2924
516447584	Atlanta Postal Credit union, 3900 Crown Road, Atlanta , GA 30380-0001
516547941	Capital One NA, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
516447588	Capital One, N.A./ Kohl's, POB 30285, Saly Lake City, Utah 84130-0285
516447589	+ Citi/Home Depot, POB 6497, Sioux Falls, South Dakota 57117-6497
516894433	+ Finance of America East, c/o Loan Care LLC, 3637 Sentara Way, Virginia Beach, VA 23452-4262
516894434	+ Finance of America East, c/o Loan Care LLC, 3637 Sentara Way, Virginia Beach, VA 23452, Finance of America East c/o Loan Care LLC 23452-4262
516447594	+ Finance of America Mortgage, 15325 Fairfield Ranch Road, Suite 200, Chino Hills, CA 91709-8834
517780925	+ MidFirst Bank, Bankruptcy Department, 999 NW Grand Boulevard, #110, Oklahoma City, OK 73118-6051
517780926	+ MidFirst Bank, Bankruptcy Department, 999 NW Grand Boulevard, #110, Oklahoma City, OK 73118-6077, MidFirst Bank Bankruptcy Department 73118-6051
516447598	+ TD Bank USA/Target Credit, POB 673, Minneapolis, Minnesota 55440-0673

TOTAL: 14

### Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: usanj.njbankr@usdoj.gov	Nov 04 2020 21:41:00	U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg	+ Email/Text: ustpreion03.ne.ecf@usdoj.gov	Nov 04 2020 21:41:00	United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
516693489	Email/Text: bankruptcy@pepcoholdings.com	Nov 04 2020 21:40:00	Atlantic City Electric, POB 13610, Philadelphia, PA 19101-3610
516732322	Email/Text: bankruptcy@pepcoholdings.com	Nov 04 2020 21:40:00	Atlantic City Electric Company, Pepco Holdings, Inc., Bankruptcy Division, Mail Stop 84CP42, 5 Collins Drive, Suite 2133, Carneys Point, NJ 08069-3600
516447586	+ Email/Text: EBN_IndianapolisIMC@receivemoremp.com	Nov 04 2020 21:42:00	Berks Credit & Collection, 900 Corporte Drive, Reading, Pennsylvania 19605-3340
516447587	+ Email/PDF: AIS.cocard.ebn@americaninfosource.com	Nov 04 2020 21:38:33	Capital One Bank (USA), N.A., POB 5253, Carol Stream, Illinois 60197-5253
516447590	Email/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM	Nov 04 2020 21:41:00	Comenity / Pier 1 Imports, ATTN: Bankruptcy Department, POB 182125, Columbus, Ohio 43218-2125
516447591	Email/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM	Nov 04 2020 21:41:00	Comenity Bank/Avenue Bankruptcy Departme,

District/off: 0312-1

User: admin

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Date Rcvd: Nov 04, 2020

Form ID: pdf901

Total Noticed: 34

516447592	Email/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM	Nov 04 2020 21:41:00	POB 182125, Columbus, Ohio 43218-2125 Comenity Bank/Lane Bryant, Bankruptcy Department, POB 182125, Columbus, Ohio 43218-2125
516447593	Email/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM	Nov 04 2020 21:41:00	Comenity Bank/Torrid, ATTN: Bankruptcy Department, POB 182125, Columbus, Ohio 43218-2125
516522299	+ Email/Text: bankruptcy@sccompanies.com	Nov 04 2020 21:42:00	Ginny's, c/o Creditors Bankruptcy Service, P.O. Box 800849, Dallas, TX 75380-0849
516447595	Email/Text: bankruptcy@sccompanies.com	Nov 04 2020 21:42:00	Ginny's, 1112 7th Avenue, Monroe, Wisconsin 53566-1364
516601141	+ Email/Text: bankruptcydpt@mcmcg.com	Nov 04 2020 21:41:00	MIDLAND FUNDING LLC, PO Box 2011, Warren, MI 48090-2011
516522305	+ Email/Text: bankruptcy@sccompanies.com	Nov 04 2020 21:42:00	Montgomery Ward, c/o Creditors Bankruptcy Service, P.O. Box 800849, Dallas, TX 75380-0849
516447596	+ Email/Text: bankruptcy@sccompanies.com	Nov 04 2020 21:42:00	Montgomery Ward, 3650 Milwaukee St., Madison, WI 53714-2304
516635049	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Nov 04 2020 21:38:37	Portfolio Recovery Associates, LLC, c/o Capital One Bank, N.A., POB 41067, Norfolk VA 23541
516634615	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Nov 04 2020 21:38:10	Portfolio Recovery Associates, LLC, c/o The Home Depot, POB 41067, Norfolk VA 23541
516515879	Email/Text: bnc-quantum@quantum3group.com	Nov 04 2020 21:41:00	Quantum3 Group LLC as agent for, Comenity Bank, PO Box 788, Kirkland, WA 98083-0788
516447597	+ Email/PDF: gecsed@recoverycorp.com	Nov 04 2020 21:38:31	SYNCB/Toys R Us, POB 965005, Orlando, Florida 32896-5005
516635698	+ Email/Text: bncmail@w-legal.com	Nov 04 2020 21:41:00	TD Bank USA, N.A., C O WEINSTEIN & RILEY, PS, 2001 WESTERN AVENUE, STE 400, SEATTLE, WA 98121-3132

TOTAL: 20

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
516553197	*+	Finance of America Mortgage, LLC, 15325 Fairfield Ranch Road, Suite 200, Chino Hills, CA 91709-8834
516447585	##+	ATTN: CLARISA GASTELUM, Finance of America Mortgage, LLC, 15325 Fairfield Ranch Rd., Chino Hills, California 91709-8842
516447583	##+	Alltran Financial, LP, POB 610, Sauk Rapids, MN 56379-0610

TOTAL: 0 Undeliverable, 1 Duplicate, 2 Out of date forwarding address

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 06, 2020

Signature: /s/Joseph Speetjens

District/off: 0312-1

User: admin

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Date Rcvd: Nov 04, 2020

Form ID: pdf901

Total Noticed: 34

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 3, 2020 at the address(es) listed below:

Name	Email Address
Denise E. Carlon	on behalf of Creditor MIDFIRST BANK dcarlon@kmlawgroup.com bkgroup@kmlawgroup.com
Isabel C. Balboa	on behalf of Trustee Isabel C. Balboa ecfmail@standingtrustee.com summarymail@standingtrustee.com
Isabel C. Balboa	ecfmail@standingtrustee.com summarymail@standingtrustee.com
Rebecca Ann Solarz	on behalf of Creditor MIDFIRST BANK rsolarz@kmlawgroup.com
Steven P. Kelly	on behalf of Creditor Finance of America Mortgage LLC skelly@sterneisenberg.com, bkecf@sterneisenberg.com
Steven P. Kelly	on behalf of Creditor Finance of America East c/o Loan Care LLC skelly@sterneisenberg.com, bkecf@sterneisenberg.com
Victor Druziako	on behalf of Debtor Stacey Anne Conover bkdruziako@aol.com

TOTAL: 7